

1 BILL NO. S-87-07- 40

2 SPECIAL ORDINANCE NO. S-214-87

3 AN ORDINANCE approving City Utilities
4 Purchase Order #09125, by the City
5 of Fort Wayne, Indiana, by and
6 through its Department of Pur-
7 chasing and Chemineer, Inc., for
8 the Three Rivers Filtration Plant.

9 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL
10 OF THE CITY OF FORT WAYNE, INDIANA:

11 SECTION 1. That City Utilities Purchase Order #09125,
12 between the City of Fort Wayne, by and through its City Utilities,
13 and the Department of Purchasing with Chemineer, Inc., for the
14 Three Rivers Filtration Plant, respectfully for:

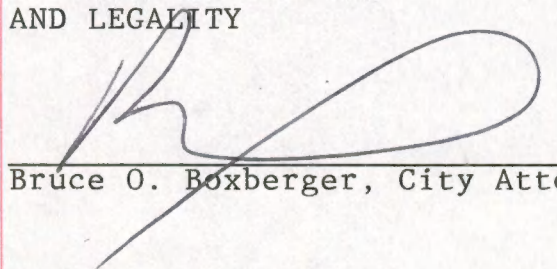
15 the purchase of a Turbine Agitator
16 for the Three Rivers Filtration
17 Plant;

18 involving a total cost of Eight Thousand Nine Hundred Ninety-Four
19 and No/100 Dollars (\$8,994.00+/-), all as more particularly set
20 forth in said Purchase Order, which is on file in the Office
21 of the Department of Purchasing, and is by reference incorporated
22 herein, made a part hereof, and is hereby in all things ratified,
23 confirmed and approved, subject to financing through the City
24 Equipment Lease Program as provided for in Ordinance S-174-84.

25 SECTION 2. That this Ordinance shall be in full force
26 and effect from and after its passage, and any and all necessary
27 approval by the Mayor.

28 
29 Councilmember

30 APPROVED AS TO FORM
31 AND LEGALITY

32 
Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Redd
seconded by Solomon, and duly adopted, read the second time
by title and referred to the Committee City Statutes (and the Ci:
Plan Commission for recommendation) and Public Hearing to be held after
due legal notice, at the Council Chambers, City-County Building, Fort Way:
Indiana, on _____, the _____ day of _____,
19____, at _____ o'clock _____ .M., E.

DATE: 7-28-87

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Redd
seconded by Bestuh, and duly adopted, placed on its
passage. PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>8</u>	_____	_____	<u>1</u>	_____
<u>BRADBURY</u>	_____	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>✓</u>	_____	_____	_____	_____
<u>GiaQUINTA</u>	<u>✓</u>	_____	_____	_____	_____
<u>HENRY</u>	<u>✓</u>	_____	_____	_____	_____
<u>REDD</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 8-11-87

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort
Wayne, Indiana, as (ANNEXTATION) (APPROPRIATION) (GENERAL)
(SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. 2-214-87
on the 11th day of August, 1987,

ATTEST:

(SEAL)

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Mark E. GiaQuinta
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana,
on the 12th day of August, 1987,
at the hour of 11:00 o'clock PM.M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 13th day of August,
1987, at the hour of 3⁰⁰ o'clock P.M., E.S.T.

Win Moses, Jr.
WIN MOSES, JR., MAYOR

Chemineer, Inc.
District Office
205 E. Carmel Drive
Carmel, Indiana 46032
(317) 846-2885

July 15, 1987

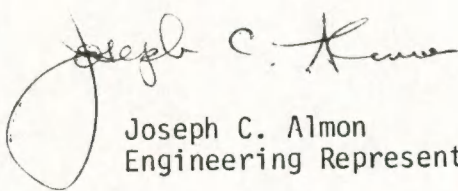
Ms. Carol Offerle
CITY OF FORT WAYNE
Room 350
City-County Building
One Main Street
Fort Wayne, Indiana 46802

Subject: Turbine Agitators
Reference: Filtration Plant No. 2
Chemineer Inc.
Quotation #046W IND 87 Revision #1

Ms. Offerle, confirming our telephone conversation of Wednesday morning, July 15, 1987, the 1HTD-3 Turbine Agitators for the subject project as noted in the attached proposal are priced at \$4,497.00 each. Package price for 2 units is therefore \$8,994.00. Pricing is F.O.B. Dayton, Ohio. Terms will be net 30 days. Delivery is estimated at 6-8 weeks after receipt of order.

Carol, I hope that the enclosed materials provide adequate information with respect to our proposed equipment. Should you have any questions, please let me know. I am at your service.

CHEMINEER INC.
Represented by
Campbell Industrial Sales


Joseph C. Almon
Engineering Representative

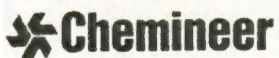
JCA/mp

cc: Ms. Jane Ember
Mr. George Robb
Chemineer Inc.

Enc.

P.S. If we are favored with your order, please address it to:

CHEMINEER INC.
c/o Campbell Industrial Sales
P. O. Box 629
Carmel, IN 46032



P.O. Box 1123
Dayton, Ohio 45401

PROPOSAL

FOR	PAGE	OF
City of Fort Wayne	1	1
CUSTOMER REFERENCE	ITEM NO.	
George Robb	Filtration Plant #2	

PROPOSAL NUMBER	DATE
046W IND 87 Revision #1	July 15, 1987

TYPE	TURBINE AGITATOR									
DESIGN CONDITIONS	VISCOSITY		SPECIFIC GRAVITY		PRESSURE		TEMPERATURE		TANK	
	1.0		1.2		ATM		AMB		5' x 5' square x 6' 6" SS	
	TOP HEAD		DEEP		BOTTOM HEAD		DEEP		BAFFLES	
GENERAL	Flat		Flat		None		WIDTH		LENGTH	
	QUANTITY		MODEL		rpm		DESIGN bhp		SERVICE RATING	
	1		1HTD-3		84		2.55		III	
MOTOR	hp		rpm		PHASE Hz		VOLTAGE		ENCLOSURE	
	3		1800		3 60		230/460		TEFC	
	FURNISHED BY		MOUNTED BY		SPECIAL					
SHAFT	DIAMETER		EXTENSION		MATERIAL					
	1 1/2"		72"		316 S.S.					
	SPECIAL									
IMPELLERS	U		DIAMETER		TYPE		BLADES		MATERIAL	
	M									
	L		33" A		Pitched-Blade		4		316 S.S.	
	BOLT. BLADES		SPECIAL							
	X YES NO									
	STABILIZER									
MOUNTING	X YES X NO									
	Std. Mounting Feet									
SHAFT SEAL	NONE									
COMMENTS and OPTIONS										
WEIGHTS	NET		SHIPPING							
TERMS	430#		540#							
	Price each F.O.B. Dayton, Ohio		\$4,497.00							
	Lot price 2 units F.O.B. Dayton, Ohio		\$8,994.00							
	Remarks:									
	Chemineer, Inc.'s terms and conditions are part of the proposal.									
	Terms of Payment Net 30 days									
	Shipment 6 - 8 weeks after receipt of order at Dayton with complete manufacturing information and release for production. Approval drawings, if required, weeks from time order is entered at Chemineer Inc., Dayton, Ohio.									



philadelphia mixers

July 10, 1987

City of Fort Wayne
1 Main Street
Fort Wayne, Indiana 46802

Attention: Ms Patty Coffelt
Purchasing Department

Reference: Your verbal inquiry
Proposal #839W-0039F

Gentlemen:

In response to your verbal inquiry, we are pleased to confirm pricing for the following mixer drive and accessories as noted.

Two (2) Philadelphia Model 3801S-PTO Mixer Drives, complete with base plate, output shaft, half coupling and 2 HP chemical duty 1800 rpm, 3 phase, 60 hertz, 230/460 volt 145 T-frame motor. (This drive with the accessories noted will interchange with and replace the existing Model MV-04 Mixer Drive.)

PRICE \$6,033.00 net each

One (1) replacement #2804 coupling half for Model MV-04 Mixer Drive.

PRICE \$578.00 net each

One (1) 2 HP "D" Flange 1800 rpm, 3 phase, 60 hertz, 230/460 volt 145TDZ frame motor for Model MV-04 Mixer Drive.

PRICE \$915.00 net each

Prices quoted are fob, Palmyra, Pennsylvania and are subject to our Standard Terms and Conditions of Sale. Shipment of the replacement drives can be made 8 to 10 weeks after receipt of approved drawings. Drawings for approval can be forwarded five working days after receipt of an order.

THE W.J. SIGWARD COMPANY

6100 N. KEYSTONE AVENUE, SUITE 403, INDIANAPOLIS, IN 46220 ■ (317) 253-3920

RECEIVED
1987 JUL 13 AM 11:41
PURCHASING

City of Fort Wayne

Proposal #839W-0038F

Attention: Ms Patty Coffelt
Purchasing Department

Shipment of the replacement coupling can be made 3 to 4 weeks after receipt of your confirming order.

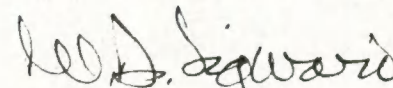
Shipment of the special "D" Flange motor for your existing mixer drive can be made 4 to 6 weeks after receipt of your confirming order.

We sincerely appreciate the opportunity to offer this proposal to you and we hope we may be able to furnish the replacement drives which have been quoted.

After you have had an opportunity to review this proposal, I will be following up with you in the event there are any questions or if you need additional information.

Very truly yours,

PHILADELPHIA MIXERS


W. J. Sigward

WJS/g

cc: L. T. Frakes

STANDARD TERMS AND CONDITIONS OF SALE PHILADELPHIA MIXERS

GENERAL

Written quotations are void after thirty days, unless otherwise stated in writing; a verbal quotation is valid only when confirmed in writing. Stenographic and clerical errors are subject to corrections. We reserve the right to apply prices in effect at time of shipment unless otherwise agreed upon in writing by PHILADELPHIA MIXERS. The Company also reserves the right to amend this quotation at any time.

All price lists and discount schedules are subject to change without notice. Orders are received subject to our acceptance and issuance of our formal factory acknowledgement. Any agreement or other understanding modifying the conditions of the contract resulting from our acceptance of customer's order will not be binding unless made in writing. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration, in accordance with the rules then obtaining, of the American Arbitration Association. Shipping dates are approximate and are based upon prompt receipt of an order in acceptable form and all necessary information.

GUARANTY

We guarantee our products for a period of one year after date of shipment or completion of manufacture if shipment is delayed by the customer. This guaranty will remain in effect only if and to the extent our products are used in accordance with all instructions as to handling, maintenance, installations, start-up operation, and safety set forth in manuals and instruction sheets furnished by us.

PHILADELPHIA MIXERS are guaranteed against defect in material and workmanship for a period of one year from date of shipment or completion of manufacture if shipment is delayed by customer, and we reserve the right to repair or replace any product or part thereof proving defective, f.o.b., our Plant. Further, customer selected materials are guaranteed to conform with customer specifications. Materials not specified shall be our standard materials of construction. Materials are not guaranteed against corrosion or other chemical attack.

PHILADELPHIA MIXERS are also guaranteed as fit to perform the mixing job for which they are intended when operating under the specified mixing conditions, provided accurate and necessary data are furnished by the customer. If the Mixer does not satisfactorily perform the mixing job for which it is intended, the mixer can be returned, freight collect to the factory, for modification or replacement at no additional charge or the purchase price will be refunded.

These guarantees do not cover any contingent liability that might be associated with a necessary repair or replacement of a mixer as mentioned in the guarantees, such as installation or removal expenses or any indirect or consequential damages. There are no other guarantees or warranties, expressed or implied.

THE FOREGOING GUARANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED GUARANTIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO IMPLIED GUARANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

The standards of the American Gear Manufacturers' Association will be used, where applicable, in the manufacture of gears and gear units unless we expressly agree otherwise in writing.

LIABILITY

We will not be responsible or liable for any damage resulting from improper storage or handling following shipments from our plant. Further, we will not assume any responsibility, expense, or liability for repairs performed by others outside our plant unless such repairs are authorized by us in writing in advance.

Completion and shipment may be subject to delays due to causes beyond our reasonable control or that of our suppliers including, without limitations, strikes, accidents, fires or other casualty, and acts of government. Under no circumstances will we incur liability for damages attributable to late delivery or loss of use.

We shall not be liable under any circumstances, and anything to the contrary herein contained notwithstanding, for any direct, indirect, consequential, contingent or incidental damages whatsoever arising from or resulting from the failure or improper functioning of any of our products.

REJECTIONS

Claims of incorrect or defective material must be filed in writing within ten days from receipt of said material. We then have the option of reinspection at the customer's plant or our own before allowing or rejecting the customer's claim. We reserve the right to have the product alleged to be defective returned to either our plant or to an area designated by us for repairs, freight prepaid. NO MATERIAL MAY BE RETURNED WITHOUT PRIOR WRITTEN PERMISSION FROM US. Defects that do not impair satisfactory service shall not be a cause for rejection.

MATERIAL FURNISHED BY PURCHASER

Prices and deliveries of products for which the customer furnishes castings or other material or patterns or tools are based on these items being received at an agreed time and in quantities and condition, metallurgical alloy, hardness, machineability and dimensionally as specified and with transportation charges prepaid to our plant. If serious defects are found in castings or other material furnished by the customer, we will notify the customer and charge for all expenses incurred up to discovery of the defect. If minor defects can be repaired by us we reserve the right to make an extra charge to cover repair work necessary. Should we have the misfortune to spoil any material furnished by the customer we can assume only the loss of our own work. We assume no responsibility for loss of customer's material by fire, tornado, flood or other disaster beyond our reasonable control.

CANCELLATIONS AND DEFERRED DELIVERIES

(1) Orders placed cannot be cancelled, nor can deliveries of goods made up or in process be deferred beyond the original delivery dates specified, except, with our written consent and upon terms which shall indemnify us against all loss.

(2) Should shipment of an order be delayed beyond the originally scheduled shipping date for the convenience of the customer or because of lack of shipping instructions, non-receipt of customer's material for mounting, i.e., motors, couplings, etc., such an order will be referred to as a "held" order. Charges will be made on "held" orders for storage and any other expenses occasioned by the delay. Billing will be issued immediately on all "held" equipment. Material on "held" orders will be stored at the customer's risk and subject to storage charges for the period held.

"Held" orders may be released and continued subject to the same prices, schedule, and conditions as apply to a new order entered on the date the "held" order is continued.

SHIPMENT

Shipments, unless otherwise quoted, are F.O.B. shipping point. Our responsibility ceases with the delivery of products in good order to transportation companies. Delivery is not guaranteed at or to the destination. Claims for shortages or damages in transit must be made by the customer against the carrier. In the absence of definite shipping instructions we reserve the right to ship all material, upon completion, by any public carrier which we deem satisfactory.

SALES AND SIMILAR TAXES

Prices do not include sales, use or other excise or retailers occupation taxes. The amount of any such applicable tax will be added to billing prices hereunder. The customer will pay all such taxes billed unless we are furnished with an appropriate tax exemption certificate acceptable to us and the taxing authorities having jurisdiction.

TERMS OF PAYMENT

Credit is to be determined by mercantile reports and ratings. Unless we specify otherwise in writing, payment terms are Net 30 days from the date of invoice. When retainages are mandated by the Government, or ultimate user, such provisions will only be entertained by confirmed, irrevocable Reverse Letter of Credit covering 100% of the requested retainage amount. Invoices are dated as of the date of shipment or, if shipment is delayed by the customer, the completion of manufacture. Minimum billing is \$100.00 net, plus transportation charges and applicable taxes, if any.

1100

DIGEST SHEET

TITLE OF ORDINANCE: SPECIAL

DEPARTMENT REQUESTING ORDINANCE: PURCHASING

SYNOPSIS OF ORDINANCE:

S-87-0740

An ordinance approving City Utilities Purchase order #09125 with respect to the purchase of a Turbine Agitator for the Three Rivers Filtration Plant.

Purchase of this equipment is "Subject to financing through the City Equipment Lease Program as provided for in Ordinance S-174-84."

EFFECT OF PASSAGE:

Agitators keep the carbon, used to control odor and taste in the water, stirred up. Purchase of the new equipment will ensure that the carbon slurry day tanks continue to operate as they have for the past 33 years.

EFFECT OF NON-PASSAGE:

Equipment presently used is no longer manufactured and the possibility of equipment failure is becoming more of a reality as time goes by. The need for repair parts would necessitate special made items at a great cost to the City.

MONEY INVOLVED (direct costs, expenditures, savings):

Chemineer, Inc.

\$ 8,994.00 +/-

ASSIGNED TO COMMITTEE (President):

BILL NO. S-87-07-40

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS

REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving City Utilities

Purchase Order #09125, by the City of Fort Wayne, Indiana, by

and through its Department of Purchasing and Chemineer, Inc.,

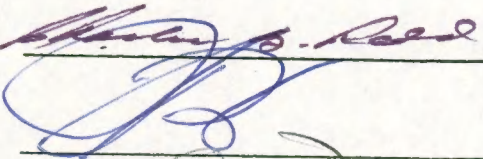
for the Three Rives Filtration Plant

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION AND BEG
LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE)

(~~RESOLUTION~~)

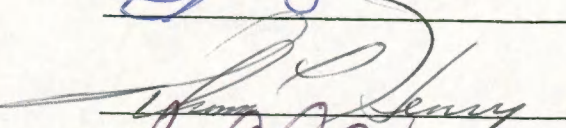
YES

NO

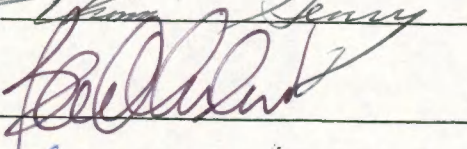


CHARLES B. REDD
CHAIRMAN

PAUL M. BURNS
VICE CHAIRMAN



THOMAS C. HENRY



BEN A. EISBART



SAMUEL J. TALARICO

CONCURRED IN 8-11-87

SANDRA E. KENNEDY
CITY CLERK